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Contract for RFID Event Timing Services Agreement (Custom) - Tonka Youth Tri (5/3/2014)

This Agreement is entered into as of the 24th day of February 2014 between Gopher State Events, LLC. and **Tonka Youth Tri** (heretofore referred to as 'this event').

Responsibilities

Gopher State Events, LLC. agrees to provide results management services. This includes, but may not be limited to, the following:

- 1) Bibs with chips and pins provided at least 1 1/2 hours before race start.
- Pre-race informational emails to all participants with a valid email address 1 or 2 days prior to the event (opt out required).
- 3) RFID timing for all participants using RFID technology appropriate for the event.
- 4) All equipment and supplies required to deliver on-site results.
- 5) Results error management using video and/or still picture backup as needed during the event.
- 6) Individual results emails to all timed participants within 3 hours of their finish, probably much sooner.
- 7) Online results updated periodically during the race and kept online indefinitely.
- 8) Finish line videos online within 1 week of the event.
- 9) Finish line still pictures online within 1 week of the event.
- 10) Management of all participant results inquiries and errors with resolution within 24 hours of the request.
- 11) Safety Pins (if requested) at \$15/race.

This event agrees to provide:

- 1) Pre-race registration data for use in preparing bibs upon close of registration.
- 2) Race-day registration data for input into the results management software.
- 3) Space at the finish for a tent and 4m wide x 3m deep finish mat array partitioned off.
- 4) Custom race bibs (if used) sent to us prior to registration close.
- 5) Bib range (if custom bibs are used) two weeks prior to event.

Compensation

This event agrees to compensate Gopher State Events, LLC. according to the following terms:

- 1) Flat Fee: \$600.00
- 2) \$100.00 deposit to be paid indicating acceptance of this contract, This deposit is non-refundable but fully applied to final invoice.

Terms

Final payment of invoice within 15 days of receipt

Guarantee

Gopher State Events, LLC. guarantees our work as detailed above for any malfunction for human error on the part of our representatives, software deficiency, or mechanical breakdown. Adjustment of the terms of this agreement will be proportional to the degree of non-performance.

Gopher State Events, LLC. relinquishes the right to cancel this agreement upon its signed return from this event. Note that email notification of acceptance will be honored as if signed and returned, as will submission of the above-mentioned deposit. Upon acceptance Gopher State Events, LLC. will accept cancellation by this event due to extreme conditions prior to Gopher State Events, LLC. staff departing for the event. This will result in the forfeit of the deposit and the per-participant fee for any prepared bibs and the cost of the RFID tags on those bibs, if applicable. Cancellation for any other reason will result in the application of normal fees.

<u>Disclaimer</u>

| Gopner State Events, | LLC. does not take any | responsibility for n | narsnaling the event ar | id its races. |
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| Robert A. Schneider | |
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| Robert A. Schneider | This event representative |
| Conher State Events IIIC representative | |